



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

River Riders
P. O. Box 267
Knoxville, Md. 21758

JUL 16 2003

Attention: Matthew Knott

Subject: Acceptance of Contract Award

Reference: RQ04-686971-14B; Adventure Camp – White Water Rafting

ACCEPTANCE AGREEMENT

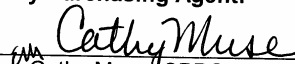
Contract RQ04-686971-14B is made to River Riders from the date of award through June 30, 2006 or expenditures up to \$49,999.00, in accordance with:

- 1) This Acceptance Agreement;
- 2) The terms and conditions of the informal RFP;
- 3) Personal/Individual Service Contract
- 4) The Attachment I;
- 5) This contract hereafter shall be known as RQ04-686971-14B

Other representations:

This is not an order; Purchase Order or other notice to proceed will follow: All prior representations and additional or inconsistent oral or written statements are superceded, null and void. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at fairfaxcounty.gov/dpsm/contracts.htm.

County Purchasing Agent:


Cathy Muse, CPPO

2004-08-27-14B
Contract Number

**Personal / Individual Services Contract
For FCPA Camps and Classes**

This contract is entered into this 11th day of April, 2003 by and between Fairfax County Board of Supervisors, (hereinafter called "Fairfax County") **River Riders** (hereinafter called "Contractor").

THE PARTIES TO THIS CONTRACT ARE MUTUALLY AGREED THAT:

1. Fairfax County engages the Contractor to provide the following personal / individual services: **Adventure Camp -White Water Rafting single day activity.**
2. Period of Contract: The initial period of this contract shall be for 3 years from date of award. Service shall be provided in accordance with the dates listed on Attachment I. THIS CONTRACT IS VALID FROM THE DATE OF AWARD THROUGH 7/31/06 or up to \$49,999.00 in expenditures to Contractor, whichever comes first; or less, if agreeable to all parties. Notice of intent to renew will be given to the Contractor in writing by the County Purchasing Agent, normally 60 or more days before the expiration date of the current contract. (This notice shall be deemed to commit the County to a contract renewal.)
3. Availability of Funds: It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Fairfax County Board of Supervisors. In the event that the Fairfax County Board of Supervisors does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void, effective July 1 of the fiscal year for which such approval have been denied.
4. Time of Performance: The Contractor's services will be in accordance with dates and times as listed on Attachment I. Dates and times of service are subject to change due to program changes and/or enrollment levels. Fairfax County reserves the right to cancel camps and / or classes with 14 days notice, when minimum enrollments as defined in Attachment I are not met.
5. Compensation: Fairfax County agrees to pay the Contractor in the amounts as noted in Attachment I. As the Contractor is not a bona fide County employee, the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor. The unit prices shall remain firm for the first year of classes and / or camps. Thereafter, if the Contractor wishes to increase the unit prices, the request must be made in writing to Ellen Greenberg, Youth Services Coordinator. Due to **Parktakes** deadlines, any price changes must be mutually agreed to (in writing) at least seven months prior to the first day of the upcoming class and / or camp session. Any approved price increases shall remain firm for at least 365 days.

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6. Most classes and camps are advertised in *Parktakes* at \$10.00 above the Contractor's total fee. This \$10.00 fee is deducted from the tuition of participants who register prior to a certain date and is called an "early registration" discount. For those who register after this date, 100% of each \$10.00 fee collected goes solely to FCPA.
7. Method of Payment: Fairfax County will issue a purchase order for all upcoming classes and / or camps, usually on a quarterly basis. The Contractor shall issue an invoice for services rendered based on actual enrollment and the unit prices as listed in Attachment I. The invoice shall contain the following information:
 - a. Contractor's company name and federal tax identification number
 - b. Remit to address
 - c. Purchase Order Number
 - d. Dates of service
 - e. Class and /or camp name
 - f. The itemized costs (ie: number of students times the unit price)

Invoices may be submitted following the completion of each class and / or camp session. Invoices will be paid **Net 15 days** from **receipt** of a properly completed invoice.

8. Termination of Contract: This contract may be terminated by either party, with or without cause at any time prior to the expiration date specified in Paragraph 2 of this contract, by giving 30 day's notice in writing to the other parties.
9. Prohibition Against Contingent Fees: The Contractor warrants that he/she has not employed any company or person other than a bona fide employee working for the Contractor to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, company, or corporation, individual or firm, other than a bona fide employee working solely for the Contractor any favor, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this or any other agreement. In the event of breach of this provision, the County shall have the right to terminate this or any other agreement with this firm or individual without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

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10. Project Audits: The Contractor shall maintain adequate records in such a manner that they may be audited in progress and upon completion of the project. A simple ledger sheet showing disbursement by line item is preferred. The auditor will need access to the following documents during this audit:
 - a. All paid vouchers including those for out-of-pocket expenses, and other reimbursements supported by invoices, including Contractor copies of Periodic Estimate for Partial Payment;
 - b. Ledgers;
 - c. Cancelled Checks;
 - d. Deposit Slips;
 - e. Bank Statements;
 - f. Journals, if any;
 - g. Copies of all contracts and copies of any contract amendments;
 - h. Insurance Documents;
 - i. Payrolls;
 - j. Time Sheets.
11. Indemnity: Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees, and volunteers, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may or otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result of the Contractor or his employees, of the subcontractor of his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.
12. Insurance: Within 30 days of contract award, but prior to the first day of classes and /or camps, the Contractor shall provide a Certificate of Insurance that lists Fairfax County as "Additionally Insured" and provides the County with 45 days notice of any changes to or cancellation of insurance. The Contractor shall maintain General Liability insurance in the minimum amount of \$1,000,000 per occurrence / aggregate. If an "ACORD" insurance certificate form is used by the Contractor's insurance agent, the following words shall be deleted from the "Cancellation" paragraph: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

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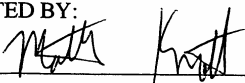
13. The Contractor shall provide the following in support of this contract:
 - a. All necessary supplies and equipment for class and /or camp operation.
 - b. FCPA approved adult staff to student ratios, minimums specified in Attachment I.
 - c. Staff that is at least 18 years of age and is CPR/First Aid certified.
 - d. Proof of insurance (see paragraph 12)
 - e. Upon request, provide copies of records and files for Criminal Background Checks.
 - f. Invoice for each class and / or camp session
 - g. Notification to parents two weeks prior to class and /or camp if that session is cancelled.
 - h. Notification of class and / or camp enrollment and information prior to camp in the form of a parent handbook of policies and specific forms needing to be completed.
 - i. Return parent phone calls within 24 hours to maintain good rapport with patrons.
 - j. Staff who maintain a neat class and /or camp area and remove trash.
 - k. Where applicable, an inclement weather plan which shall be distributed to parents and to FCPA's Youth Services office.
 - l. In some cases, each student may be entitled to certificate, a t-shirt, or other souvenir type item. If so, this will be indicated on Attachment I.
 - m. In the event of extreme emergency, the Contractor is responsible to provide continuous supervision of participants until FCPA decides it is safe to disperse.
14. Fairfax County Park Authority (FCPA) will provide the following:
 - a. FCPA Policies and Procedures and standards set by Virginia Department of Social Services
 - b. Advertisement in *Parktakes* quarterly magazine
 - c. Staff to handle patron inquiries, registrations, and tuition collection for all classes and /or camps.
 - d. In some cases, FCPA will provide at no additional charge, an FCPA indoor or outdoor facility. In cases where FCPA is providing an outdoor facility, there may be a charge to the Contractor for use of an indoor facility during inclement weather. If applicable, see Attachment I for details.
 - e. If FCPA is providing an FCPA facility, FCPA will provide staff orientation and training on standard operating procedures for all classes and /or camps operated by or on the property of FCPA.
15. Satisfaction Guaranteed: The Contractor agrees to allow Fairfax County to make refund decisions or to make other accommodations for students in order to maintain customer satisfaction. In cases where refunds to a student(s) is made, the Contractor will not be paid for that individual student.

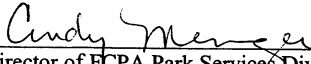
2004-086071-14B
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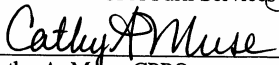
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16. Evaluations: During sessions, FCPA may place student evaluators in camps and classes for the purpose of ensuring quality and compliance with contract provisions. Evaluators will be enrolled anonymously and will be revealed only after completion of the session. The Contractor shall allow up to one evaluator per quarter at the discretion of FCPA, and FCPA will not be charged for the Contractor's fee for these evaluators. Any materials fees will be the responsibility of the evaluator.
17. Criminal Records Background Check: The Contractor agrees to conduct Criminal Background Records checks through the State Police and Child Protective Services (CPS) for all employees who are providing instruction for Fairfax County Park Authority activities and are responsible for the health, welfare, and safety of the mentally or physically disabled, minors, elderly, or other persons unable to care for themselves.
18. This contract and all terms and conditions herein set forth are subject to the law of Virginia and other local laws, policies, resolutions, and regulations, as applicable.

ACCEPTED BY:

 4/18/03
Contractor Date

 4/23/03
Director of FCPA Park Services Division Date

 7/16/03
Cathy A. Mulse, CPPO Date
Director/County Purchasing Agent

2004-0860971-14B-
Contract Number

Personal / Individual Services Contract
For FCPA Camps and Classes

ATTACHMENT I

CHECKLIST

Class or camp name: Adventure Camp – White Water Rafting day activity (instruction and activity)

Location of class and/ or camp: Varies: See proposal for detail

Is this location a Park Authority or Contractor owned location? Vendor-provided

Dates: June 23 – August 22, 2003

Time of day: Between 9:00 am and 3:00 pm, weekdays, varies on arrival time.

Number of weeks in session: 8 weeks per summer possible, one or two days per week

Total advertised camp fee \$285 = \$275 + \$10.00 (to cover early registration, if applicable)

FPCA is charged only for campers who actually participate in activity (not prior estimate)

Minimum number of students allowed for this class /camp: N/A


Maximum number of students allowed for this class /camp: 75/day or 37 for two days/week

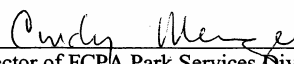
Inclement Weather Plan: Activity delayed or cancelled if lightning or unsafe weather conditions or alternate activity (approved by FCPA) will be conducted.

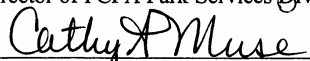
Equipment: All equipment, permits, fees, safety gear, transportation for activity (by approved vehicle) on-site, supplies necessary provided by Contractor.

Specific Details

- \$27 per camper including snack (packaged crackers) and individual drink (soda)
- Ratio: 1 staff per 6 campers
- Five hour activity
- 4 FCPA staff, inclusion support staff (as required) and evaluator (see agreement) go free

 4/18/03
Contractor Date

 4/23/03
Director of FCPA Park Services Division Date

 7/16/03
Cathy A. Muse, CPPO Date
Director/County Purchasing Agent